

Form 210A (10/06)

**United States Bankruptcy Court  
Southern District Of New York**

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC)  
(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Coutts & Co AG f/k/a RBS Coutts Bank AG

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch  
Winchester House, 1 Great Winchester Street  
London EC2N 2DB  
Tel: +44 20 7547 2400  
Fax: +44 113 336 2010  
Attention: Michael Sutton  
E-mail: Michael.sutton@db.com

Court Claim # (if known): 45221

Amount of Claim (transferred):

USD 400,000.00 in principal amount of ISIN  
XS0342303400 (plus all interest, costs and fees  
relating to this claim)

Date Claim Filed: 23 October 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  

Date: 8 July 2016

Transferee/Transferee's Agent

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Alex Darbyshire  
Vice President

Duncan Robertson  
Managing Director

**PARTIAL Transfer of LBHI Claim # 45221  
PROGRAM SECURITY**

**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM**  
**LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, COUTTS & CO AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to DEUTSCHE BANK AG, LONDON BRANCH (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 45221 filed by or on behalf of Seller or any of Seller's predecessors-in-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Transferred Claims, Purchased Securities or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; or, alternatively, Seller has been duly authorized to sell, transfer and assign the Transferred Claims by the owner of Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; (f) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Transferred Claims are Class 5 Senior Third Party Guarantee Claims; (h) on April 17, 2012 Seller or any of its predecessors-in-title received the first distribution relating to the Transferred Claims totaling the amount of \$14,436.91, on October 1, 2012 Seller or one of its predecessors-in-title received the second distribution relating to the Transferred Claims totaling the amount of \$9,742.31, on April 4, 2013 Seller or one of its predecessors-in-title received the third distribution relating to the Transferred Claims totaling the amount of \$12,305.26, on October 3, 2013 Seller or one of its predecessors-in-title received the fourth distribution relating to the Transferred Claims totaling the amount of \$14,589.27, on April 3, 2014 Seller or one of its predecessors-in-title received the fifth distribution relating to the Transferred Claims totaling the amount of \$15,847.34, on October 2, 2014 Seller or one of its predecessors-in-title received the sixth distribution relating to the Transferred Claims totaling the amount of \$11,893.42, on April 2, 2015

Seller or one of its predecessors-in-title received the seventh distribution relating to the Transferred Claims totaling the amount of \$8,116.55, on October 2, 2015 Seller or one of its predecessors-in-title received the eighth distribution relating to the Transferred Claims totaling the amount of \$6,190.64, on March 31, 2016 Seller or one of its predecessors-in-title received the ninth distribution relating to the Transferred Claims totaling the amount of \$1,717.91, on June 16, 2016 Seller or one of its predecessors-in-title received the tenth distribution relating to the Transferred Claims totaling the amount of \$2,558.20 and Seller or one of its predecessors-in-title has received a distribution paid on or about May 8, 2013 in the amount of \$46,140.91, a distribution paid on or about October 28, 2013 in the amount of \$18,777.60, a distribution paid on or about April 28, 2014 in the amount of \$20,330.80, a distribution paid on or about October 27, 2014 in the amount of \$15,570.80, a distribution paid on or about April 28, 2015 in the amount of \$10,484.40, a distribution paid on or about 30 October 2015 in the amount of \$8,063.60 and a distribution paid on or about April 28, 2016 in the amount of \$2,252.80 by Lehman Brothers Treasury Co. B.V., with respect to the securities relating to the Transferred Claims; and (i) other than the distributions set out herein, neither Seller nor any of its predecessors-in-title has received any distributions in respect of the Transferred Claims and/or Purchased Security.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 5 day of JULY 2016.

COUTTS & CO AG

By: \_\_\_\_\_  
Name: Peter Meier / Dennis Cheung  
Title: Executive Director / Vice President

Coutts & Co AG  
Attn: H.-P. Schmid / XOE  
Lerchenstrasse 18  
Postfach  
CH-8022 Zurich

DEUTSCHE BANK AG, LONDON BRANCH

By: \_\_\_\_\_  
Name:  
Title:

Duncan Robertson  
Alex Darbyshire Managing Director  
Vice President

Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Michael Sutton

Schedule I

Transferred Claims

Purchased Portion

25.80645% of the claim that is referenced in line item number 59 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the Purchased Security described below (plus all interest, costs and fees relating to this claim).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount	Maturity
MTN9642	XSD342303400	6051155	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	USD 400,000.00	USD 400,000.00	2/1/2010

Schedule I-1

Schedule 2

Copy of Proof of Claim 45221

Schedule 1-1

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	File: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al 08-13555 (JMP) 0000045221	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <b>RBS Coutts Bank AG</b> <b>Stauffacherstrasse 1</b> <b>Postfach</b> <b>8022 Zürich</b> <b>Schweiz</b> Telephone number: <u>41 43 245 5747</u> Email Address: <u>hans-peter.schmid@rbscoutts.com</u>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <b>Court Claim Number:</b> _____ <i>(If known)</i> Filed on: _____	
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____ Email Address: _____			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>68'256'014.00</u> (Required) <i>see attached file (6 pages)</i></p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p><b>International Securities Identification Number (ISIN):</b> <u>See attached file</u> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p><b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b>  <i>see attached file</i> (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p><b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b>  <i>see attached file</i> (Required)</p> <p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>			
Date: <i>Zürich</i> <i>10-20-2009</i>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <i>X M. Hasler</i> <i>H.-P. Schmid</i> <input type="checkbox"/> <b>PENALTY FOR FRAUDULENT CLAIM</b> : Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571		
		<b>FOR COURT USE ONLY</b> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>FILED / RECEIVED</b>  <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">OCT 23 2009</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">EPIQ BANKRUPTCY SOLUTIONS, LLC</div> </div>	

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150- 5076

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



## ■ Zeugnis

des Handelsregisteramtes des Kantons Zürich

### CERTIFICATION

Issued by the Commercial Registry of Canton Zurich

It is hereby certified that the following company is entered in the Commercial Register of Canton Zurich: a joint stock company by the name of

Coutts & Co AG  
(Coutts & Co SA) (Coutts & Co Ltd)

domiciled in Zurich  
Address: Stauffacherstrasse 1, 8004 Zurich

This company has been entered in the Commercial Register of Canton Zurich since 21<sup>st</sup> March 1930. It has been entered in the aforementioned register under the following versions:

From 21<sup>st</sup> March 1930 to 21<sup>st</sup> December 1932

Bank für Industrie-Unternehmungen  
(Banque pour Entreprises Industrielles) (Bank for Industrial undertakings)

From 21<sup>st</sup> December 1932 to 06<sup>th</sup> January 1937

Bank für Industrie- und Anlagewerte  
(Banque pour Valeurs Industrielles et de Placement)

From 06<sup>th</sup> January 1937 to 24<sup>th</sup> December 1953

Bank für Anlagewerte  
(Banque pour Valeurs de Placement)

From 24<sup>th</sup> December 1953 to 20<sup>th</sup> July 1959

Handelsbank in Zürich  
(Banque commerciale à Zurich) (Banca commerciale a Zurigo) (Commercial Bank In Zurich)

From 20<sup>th</sup> July 1959 to 29<sup>th</sup> April 1975

Handelsbank in Zürich  
(Banque Commerciale à Zurich) (Banca Commerciale a Zurigo) (Commercial Bank In Zurich)

From 29<sup>th</sup> April 1975 to 24<sup>th</sup> June 1987

Handelsbank N.W.

From 24<sup>th</sup> June 1987 to 25<sup>th</sup> March 1991

Handelsbank Nat West

From 25<sup>th</sup> March 1991 to 12<sup>th</sup> August 1992  
Coutts & Co AG

From 12<sup>th</sup> August 1992 to 24<sup>th</sup> June 1997  
Coutts & Co AG  
(Coutts & Co SA) (Coutts & Co Ltd)

From 24<sup>th</sup> June 1997 to 01<sup>st</sup> October 2004  
Coutts Bank (Schweiz) AG  
(Banque Coutts (Suisse) SA) (Coutts Bank (Switzerland) Ltd)

From 01<sup>st</sup> October 2004 to 06<sup>th</sup> December 2007  
Coutts Bank von Ernst AG  
(Coutts Bank von Ernst SA) (Coutts Bank von Ernst Ltd)

From 06<sup>th</sup> December 2007 to 01<sup>st</sup> November 2011  
RBS Coutts Bank AG  
(RBS Coutts Bank SA) (RBS Coutts Bank Ltd)

It has been entered since 01<sup>st</sup> November 2011 under the following name:  
Coutts & Co AG  
(Coutts & Co SA) (Coutts & Co Ltd)

This joint stock company has been entered in the Commercial Register of Canton Zurich under the following addresses:

From 01<sup>st</sup> October 2004 to 14<sup>th</sup> December 2015  
Stauffacherstrasse 1, 8004 Zurich

Entry since 14<sup>th</sup> December 2015  
Lerchenstrasse 18, 8045 Zurich

(In reference to the aforementioned joint stock company there were other versions of the company address entered in the Commercial Register of Canton Zurich prior to 01<sup>st</sup> October 2004).

It is further certified that the aforementioned company is organized according to the laws of Switzerland.

The Commercial Registry Office of the Canton of Zurich can offer no guarantee as to the accuracy of the translation from the original German text of this entry in the Commercial Register.

Zurich, Switzerland, 05<sup>th</sup> January 2016  
Company number: CHE-105.841.220 (previously: CH-020.3.911.383-6)  
Signed: Ma  
Fee: CHF 120.--





## Handelsregisteramt des Kantons Zürich

### CERTIFICATION

Issued by the Commercial Registry of Canton Zurich

It is hereby certified that the following company is entered in the Commercial Register of Canton Zurich; a joint stock company by the name of

RBS Coutts Bank AG-----  
(RBS Coutts Bank SA) (RBS Coutts Bank Ltd)-----

domiciled in Zurich -----

Address: Stauffacherstrasse 1, 8004 Zurich-----

This company has been entered in the Commercial Register of Canton Zurich since 21<sup>st</sup> March 1930. It has been entered in the aforementioned register under the following versions:

From 01<sup>st</sup> October 2004 to 06<sup>th</sup> December 2007

Coutts Bank von Ernst AG-----  
(Coutts Bank von Ernst SA) (Coutts Bank von Ernst Ltd)-----

It has been entered since 06<sup>th</sup> December 2007 under the following name:

RBS Coutts Bank AG-----  
(RBS Coutts Bank SA) (RBS Coutts Bank Ltd)-----

(In reference to the aforementioned joint stock company there were other versions of the company name entered in the Commercial Register of Canton Zurich prior to 01<sup>st</sup> October 2004).

It is further certified that the aforementioned company is organized according to the laws of Switzerland.

Zurich, Switzerland, 18<sup>th</sup> December 2007  
Company number: CH-020.3.911.383-6  
Signed: Sa  
Fee: CHF 120.--



*C.J.A.*

**Schedule of Holdings in Lehman Securities Programs Asset for the attached Claim**

ISIN Code	Securities Description	Nominal Currency	Nominal Amount	Exchange rates as applicable on 9.15.2008	Total Claim Amount in USD	Custodian	Our account at Custodian	Blocking Reference
XSG0215349357	Lehman Brothers UK Cap Fund -in default- 4.544 % Notes / 2005 - without fixed maturity variable rate	EUR	31'000	1.41990	44'016.90	Euroclear	98614	6051289
XSG0128857413	Lehman Brothers Holdings Inc. -Chapter XI- 6.378 % EMTN / 2001-10.5.2011	EUR	100'000	1.41990	141'990.00	Euroclear	98614	6051365
XSG0211814123	Lehman Brothers Treasury BV -in default- 4.16915 % EMTN / 2005-16.2.2017 variable Rate	EUR	60'000	1.41990	85'194.00	Euroclear	98614	6051286
XSG02292969856	Lehman Brothers UK Capital Funding II LP -in default- 5 1/8 % non-cum.pref.Secs / 2005 - without fixed maturity	EUR	70'000	1.41990	99'393.00	Euroclear	21495	6051290
XSG0213899510	Lehman Brothers Holdings Inc. -Chapter XI- 4 % EMTN / 2005- 9.3.2015 Series 2655 Senior	EUR	180'000	1.41990	255'582.00	Euroclear	98614	6051288
XSG0183944643	Lehman Brothers Holdings Inc. -Chapter XI- 4 3/4 % EMTN / 2004-16.1.2014 Series 1937 Senior	EUR	100'000	1.41990	141'990.00	Euroclear	21495	6051370
XSG0183944643	Lehman Brothers Holdings Inc. -Chapter XI- 4 3/4 % EMTN / 2004-16.1.2014 Series 1937 Senior	EUR	80'000	1.41990	113'592.00	Euroclear	98614	6051368
XSG0301813522	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	USD	5'497'000	1.00000	5'497'000.00	Euroclear	21498	6051220
XSG0301813522	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	USD	750'000	1.00000	750'000.00	Euroclear	98614	6051218
XSG0301813522	Lehman Brothers UK Capital Funding V LP -in default- 6.9 % registered Notes / 2007 - without fixed maturity	USD	4'626'000	1.00000	4'626'000.00	Euroclear	21495	6051213
XSG0299141332	Lehman Brothers Holdings Inc. -Chapter XI- 6 % EMTN / 2007- 25.1.2013 Senior	GBP	500'000	1.78760	893'800.00	Euroclear	98614	6051222
XSG0282978666	Lehman Brothers UK Capital Funding IV LP -in default- 5 3/4 % Regd.Preferred Securities / 2007 - without fixed maturity Reg-S	EUR	160'000	1.41990	227'184.00	Euroclear	98614	6051280
XSG0282978666	Lehman Brothers UK Capital Funding IV LP -in default- 5 3/4 % Regd.Preferred Securities / 2007 - without fixed maturity Reg-S	EUR	50'000	1.41990	70'995.00	Euroclear	21498	6051283
XSG0178222179	Lehman Brothers Holdings Inc UK -in default- 4.029 % EMTN / 2003-13.11.2009 Floating Rate	USD	100'000	1.00000	100'000.00	Euroclear	21495	6051369
CH0026985082	Lehman Brothers Holdings Inc. -Chapter XI- 2 1/2 % EMTN / 2006-13.10.2010	CHF	145'000	1.11885	162'233.25	SIX SIS Ltd.	20121553	909061372008211

XS0180154550	Lehman Brothers Treasury BV -in default- 0 % EMTN / 2003-26.11.2009	EUR	200'000	1.41990	283'980.00	Euroclear	98614	6051366
XS0307745744	Lehman Brothers Holdings Inc. -Chapter XI- 5 1/8 % EMTN / 2007-27.6.2014	EUR	100'000	1.41990	141'990.00	Euroclear	98614	6051177
CH0027120705	Lehman Brothers Treasury BV -in default- Certificates / 2007-22.2.2010 on DJ Industrial Average Index	USD	65'000	1.00000	65'000.00	SIX SIS Ltd.	20121553	117175522008211
XS0302282602	Lehman Brothers Treasury BV -in default- 11 % p.a. CAELN -1.6.2010 on Shares 5 HK 90 % PUT: 130.77, 98 % qtrly TG: 142.394,	USD	100'000	1.00000	100'000.00	Euroclear	98614	6051179
XS0302282602	Lehman Brothers Treasury BV -in default- 11 % p.a. CAELN -1.6.2010 on Shares 5 HK 90 % PUT: 130.77, 98 % qtrly TG: 142.394,	USD	95'000	1.00000	95'000.00	Euroclear	21498	6051186
XS0302280499	Lehman Brothers Treasury BV 12.25 % p.a. CAELN 2y -29.5.2009 on shares HSBC (5 HK) 93 % Put HKD 135.036 100 % Qtrly TG: HKD 145.20	USD	100'000	1.00000	100'000.00	Euroclear	21495	6051215
XS0307616937	Lehman Brothers Treasury BV 10 % p.a. CAELN -29.6.2009 on shares HSBA LN, C UN & JFM UN 75 % PUT:697.875,40.545,38.0925 92 % qtrly Trg: 856.06, 49.7352,	USD	100'000	1.00000	100'000.00	Euroclear	21498	6051182
XS0301339510	Lehman Brothers Treasury BV -in default- 11.5 % pa CAELN -25.5.2010 5 HK - HSBC Holding Plc 90 % PUT: 131.49 98 % qtr Trg: 143.178	USD	180'000	1.00000	1'800'000.00	Euroclear	21498	6051219
XS0301339510	Lehman Brothers Treasury BV -in default- 11.5 % pa CAELN -25.5.2010 5 HK - HSBC Holding Plc 90 % PUT: 131.49 98 % qtr Trg: 143.178	USD	95'000	1.00000	95'000.00	Euroclear	21495	6051212
XS0308734242	Lehman Brothers Treasury BV -in default- 14 % p.a. CAELN -9.7.2009 on Shares JBSN VX & BNP FP 85 % PUT: 59.3317, 74.2305, 95 % Qtrly Trg: 66.3119, 82.9635,	EUR	100'000	1.41990	141'990.00	Euroclear	21498	6051174
XS0274890523	Lehman Brothers Treasury BV -in default- CGN 0 % Luxury Goods basket Notes / 2006-22.11.2010 4 Years (USD)	USD	295'000	1.00000	295'000.00	Euroclear	98614	6051279
XS0300477708	Lehman Brothers Treasury BV -in default- CGN protected Pan Asia high Dividend Note / 2007-18.5.2010 on S&P Pan Asia 50 high Dividend Index (3 Years - EUR)	EUR	3'090'000	1.41990	4'387'491.00	Euroclear	98614	6051223
XS0336410013	Lehman Brothers Treasury BV -in default- 10N36 DRAN, CPN 7.75% P.A. o 6MTH USD LIBOR - 7 MAT 7-JAN-2018	USD	150'000	1.00000	1'500'000.00	Euroclear	21498	6051163
XS0326540290	Lehman Brothers Treasury BV 15 % p.a. CAELN -26.10.2009 on shares BAC UN & C UN 70 % Put: 36.715, 33.152 100 % Qtrly Trg: 52.45, 47.36	USD	350'000	1.00000	350'000.00	Euroclear	21498	6051160
XS0326540290	Lehman Brothers Treasury BV 15 % p.a. CAELN -26.10.2009 on shares BAC UN & C UN 70 % Put: 36.715, 33.152 100 % Qtrly Trg: 52.45, 47.36	USD	550'000	1.00000	550'000.00	Euroclear	21495	6051167

xS0312194854	Lehman Brothers Treasury BV -in default- 17.8 % Daily accrual callable Equity linked Note / 2007-27.7.2009 on shares BNP Panbras, CS Group	USD	100'000	1.00000	100'000.00	Euroclear	98614	6051171
xS0305438821	Lehman Brothers Treasury BV -in default- 13 % Daily accrual callable Equity linked Note / 2007-19.6.2009 floating Rate on shares basket Senior	USD	150'000	1.00000	150'000.00	Euroclear	98614	6051181
xS0332109221	Lehman Brothers Treasury BV -in default- 10nc3 DRAN Coupon 8.10% P.A. 3 mth USD LIBOR 0 - 7 % Mat 11-12-17	USD	1'000'000	1.00000	1'000'000.00	Euroclear	98614	6051165
xS0332109221	Lehman Brothers Treasury BV -in default- 10nc3 DRAN Coupon 8.10% P.A. 3 mth USD LIBOR 0 - 7 % Mat 11-12-17	USD	1'700'000	1.00000	1'700'000.00	Euroclear	21498	6051161
xS0290588572	Lehman Brothers Treasury BV -in default- CGN protected Pan Asia high Dividend Notes / 2007-2.4.2010 (3 Years - Euro)	EUR	3'450'000	1.41990	4'898'655.00	Euroclear	98614	6051281
xS0302351266	Lehman Brothers Treasury BV 100 % Capital Protected Notes / 2007-8.6.2010 on a Basket of 20 Shares	CHF	100'000	1.11885	111'885.00	Euroclear	98614	6051180
xS0307617315	Lehman Brothers Treasury BV -in default- 10 % p.a. CAELN - 2.7.2010 on Shares 5 HK 90 % Put: 129.51, 100 % Qtrly Trg: 143.9.	USD	800'000	1.00000	800'000.00	Euroclear	21498	6051183
xS0307617315	Lehman Brothers Treasury BV -in default- 10 % p.a. CAELN - 2.7.2010 on Shares 5 HK 90 % Put: 129.51, 100 % Qtrly Trg: 143.9.	USD	350'000	1.00000	350'000.00	Euroclear	21495	6051189
xS0213629487	Lehman Brothers Treasury BV -in default- 100 % Capital protected Notes / 2005-9.3.2009 on A basket of 10 high Dividend Yield Stocks	EUR	610'000	1.41990	866'139.00	Euroclear	98614	6051287
xS0257807874	Lehman Brothers Treasury BV -in default- 104 % protected Pan Asia high Dividend Note / 2006-16.6.2009 (3 Years / USD)	USD	1'940'000	1.00000	1'940'000.00	Euroclear	98614	6051225
xS0257807288	Lehman Brothers Treasury BV -in default- 100 % protected Pan Asia high Dividend Note / 2006-16.6.2009 (3 Years / EUR)	EUR	4'420'000	1.41990	6'275'958.00	Euroclear	98614	6051224
xS0260770010	Lehman Brothers Treasury BV -in default- 100 % Capital protected Notes / 2006-14.7.2009 on S&P PAN Asia 50 high Dividend Index II	EUR	1'100'000	1.41990	1'561'890.00	Euroclear	98614	6051227
xS0260769434	Lehman Brothers Treasury BV -in default- 104 % Capital protected Notes / 2006-14.7.2009 on S&P Pan Asia 50 Index II	USD	920'000	1.00000	920'000.00	Euroclear	98614	6051226
xS0272635185	Lehman Brothers Treasury BV -in default- 0 % EMTN / 2006-1.12.2010 on basket of Commodities Series 5316	GBP	50'000	1.78760	89'380.00	Euroclear	98614	6051278
xS0320520884	Lehman Brothers Treasury BV -in default- 15.25 % p.a. CAELN - 18.9.2009 on shares 5 HK HSBC Holdings 92 % Put: 128.616, 100 % Qtrly Trg: 139.8	USD	700'000	1.00000	700'000.00	Euroclear	21495	6051178
xS0320520884	Lehman Brothers Treasury BV -in default- 15.25 % p.a. CAELN - 18.9.2009 on shares 5 HK HSBC Holdings 92 % Put: 128.616, 100 % Qtrly Trg: 139.8	USD	300'000	1.00000	300'000.00	Euroclear	21498	6051176

CH0027121034	Lehman Brothers Securities NV -in default- 12.12 % Reverse Convertible Certificates / 2007-3-11/2008 on shares Givaudan, Swiss Re, Swatch Group	CHF	5'000	1.11885	5'594.25 SIX SIS Ltd.	20121553	458169062108211
XSO337553175	Lehman Brothers Treasury BV -in default- 11.25 % PA Caelin - 29.12.2009 on Shares JBSN VX & DBS SP 70 % PUT:35.6901, 14.07, 100 % Qtrly TRG: 50.9858, 20.1	USD	100'000	1.00000	100'000.00 Euroclear	21498	6051164
XSO337553175	Lehman Brothers Treasury BV -in default- 11.25 % PA Caelin - 29.12.2009 on Shares JBSN VX & DBS SP 70 % PUT:35.6901, 14.07, 100 % Qtrly TRG: 50.9858, 20.1	USD	400'000	1.00000	400'000.00 Euroclear	98614	6051166
XSO337553175	Lehman Brothers Treasury BV -in default- 11.25 % PA Caelin - 29.12.2009 on Shares JBSN VX & DBS SP 70 % PUT:35.6901, 14.07, 100 % Qtrly TRG: 50.9858, 20.1	USD	600'000	1.00000	600'000.00 Euroclear	21495	6051169
XSO337553175	Lehman Brothers Treasury BV -in default- 11.25 % PA Caelin - 29.12.2009 on Shares JBSN VX & DBS SP 70 % PUT:35.6901, 14.07, 100 % Qtrly TRG: 50.9858, 20.1	EUR	550'000	1.41990	780'945.00 Euroclear	21495	6051214
XSO302043012	Lehman Brothers Treasury BV -in default- Equity Linked Notes / 2007-29.5/2009 Floating Rate on Equity	HKD	11'000'000	0.12833	1'411'630.00 Euroclear	21495	6051154
XSO338765562	Lehman Brothers Treasury Co NV -in default- 44 % PA Caelin - 11.1.2010 on Shares 941 HK 1800 HK 2628 HK 85 % put: 116.875, 17.34.34.2975 95 % Bimonthly TRG: 130.825, 19.38, 38.3325	USD	200'000	1.00000	200'000.00 Euroclear	21498	6051156
XSO338329740	Lehman Brothers Treasury NV -in default- 18.%PA Caelin - 5.1.2009 shs 857HK&2628HK 74.5% put: 10.117.29.651 90%Bim TRG:12.2/22.35.85	USD	500'000	1.00000	500'000.00 Euroclear	21495	6051153
XSO338329740	Lehman Brothers Treasury NV -in default- 18.%PA Caelin - 5.1.2009 shs 857HK&2628HK 74.5% put: 10.117.29.651 90%Bim TRG:12.2/22.35.85	USD	100'000	1.00000	100'000.00 Euroclear	21495	6051168
XSO336248322	Lehman Brothers Treasury Co BV -in default- 10NC6 DRAN, CPN 8.45% P.A. 0 - 6 MTH USD LIBOR - 7, MAT 17.12.17	USD	200'000	1.00000	200'000.00 Euroclear	21498	6051162
XSO336248322	Lehman Brothers Treasury Co BV -in default- 10NC6 DRAN, CPN 8.45% P.A. 0 - 6 MTH USD LIBOR - 7, MAT 17.12.17	CHF	2'000	1.11885	2'237.70 Euroclear	98614	6051170
XSO326427480	Lehman Brothers Securities NV -in default- 12 % Reverse Convertible Certificates / 2007-30.10.2008 on a Basket of Shares Series L-07/643	USD	2'200'000	1.00000	2'200'000.00 Euroclear	21498	6051157
XSO342303400	2Y PRIN PTD ASIAN CURR APPRECIATION BKT -in default- SGD, CNY, INR, MYR, KRW, IDR (EQ WEIGHTED) vs USD FR 200%	USD	1'550'000	1.00000	1'550'000.00 Euroclear	21495	6051155
XSO342303400	2Y PRIN PTD ASIAN CURR APPRECIATION BKT -in default- SGD, CNY, INR, MYR, KRW, IDR (EQ WEIGHTED) vs USD FR 200%	USD	2'946'000	1.00000	2'946'000.00 Euroclear	98614	6051152
XSO345680655	Lehman Brothers Treasury BV CGN-Asian Currency Basket Note / 2008-7.2.2011 (USD 3 years)	USD	500'000	1.00000	500'000.00 Euroclear	21495	6051148
XSO347785312	Lehman Bros -in default- 10NC3 DRAN Cpn 7.00 % 0 to 7% on 3mth USD Libor						

XS0347785312	Lehman Bros -in default- 10NC3 DRAN Cpn 7.00 % 0 to 7% on 3mth USD Libor	USD	800000	1.00000	800000.00	Euroclear	21498	6051145
XS0349282151	Lehman Brothers Treasury BV -in default- 95% Principal Protected / 2008-4.3.2011 on a Bastet of Commodities	EUR	200000	1.41990	283980.00	Euroclear	98614	6049832
XS035018399	Lehman Brothers Treasury BV -in default- CGN Asian Currency Basket Notes / 2008-7.3.2011 (USD - 3 years)	USD	1000000	1.00000	1000000.00	Euroclear	98614	6049833
XS0348395814	Lehman Brothers Holdings Inc UK -in default- 4.2 % Global Notes / 2008-22.2.2013 Series 9880 Senior	SGD	250000	0.70003	175007.50	Euroclear	21498	6051146
XS0348395814	Lehman Brothers Holdings Inc UK -in default- 4.2 % Global Notes / 2008-22.2.2013 Series 9880 Senior	SGD	1750000	0.70003	1225052.50	Euroclear	21495	6051149
XS0356956564	Lehman Brothers -in default- (080417MC01) 10YR LIBOR DRAN 28.04.2018; CPN: 8.10pct x N/D 3M USD LIBOR : 0-7pct	USD	200000	1.00000	200000.00	Euroclear	21498	6051147
XS0298931956	Lehman Brothers Treasury Bv ELN / 2007-8.5.2009 variable rate on Equity	GBP	300000	1.78760	536280.00	Euroclear	98614	6051221
XS0362467150	Lehman Brothers Holdings Inc UK - in default- 7 7/8 % Global Notes / 2008-8.5.2018 Series 10528 Senior	GBP	200000	1.78760	357520.00	Euroclear	21498	6049838
XS0362467150	Lehman Brothers Holdings Inc UK - in default- 7 7/8 % Global Notes / 2008-8.5.2018 Series 10528 Senior	GBP	100000	1.78760	178760.00	Euroclear	21495	6049837
XS0301340872	Lehman Brothers Treasury Bv ELN / 2007-26.5.2009 on Shares AXA SA, Commerzbank	EUR	300000	1.41990	425970.00	Euroclear	98614	6051216
CH0026915527	Lehman Brothers Holdings Inc -Chapter XI- 2.92667 % (no min./no max) EMTN / 2006-28.9.2009 floating rate	CHF	40000	1.11885	44754.00	SIX SIS Ltd.	2012153	988137252008211
XS0181945972	Lehman Brothers Treasury BV -in default- EMTN / 2004-14.1.2014 Floating Rate Series 1890 Senior	EUR	50000	1.41990	70995.00	Euroclear	98614	6051367
XS0192518024	Lehman Brothers Treasury BV -in default- 0 % EMTN / 2004-13.5.2010 on Momentum Allweather Fund	USD	1000000	1.00000	1000000.00	Euroclear	21498	6051371
XS0343843982	Lehman Brothers Treasury BV -in default- 6 %EMTN / 2008-7.2.2013 variable rate	EUR	100000	1.41990	141990.00	Euroclear	98614	6051151
XS0308098663	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note / 2007-6.7.2009 on shares Bank of America, Pepsico, Wal-Mart Stores	USD	100000	1.00000	100000.00	Euroclear	21498	6051184
XS0301130554	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note / 2009-26.5.2009 on a Basket of Shares Senior	EUR	100000	1.41990	141990.00	Euroclear	21498	6051285
XS0305100892	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note / 2007-18.6.2009 on shares Credit Agricole, Lloyds Banking	EUR	100000	1.41990	141990.00	Euroclear	21498	6051187
XS0300662607	Lehman Brothers Treasury BV -in default- 15 % Equity Linked Notes / 2007-21.5.2009 on Shares Credit Agricole, ING Groep	EUR	100000	1.41990	141990.00	Euroclear	21498	6051284

xS0308870994	Lehman Brothers Treasury BV -in default- Daily Accrual Note / 2007-10.7.2009 on shares UBS, Royal Bk Scott, BNP Paribas	USD	100'000	1.00000	100'000.00	Euroclear	21498	6051175
xS0306693127	Lehman Brothers Treasury BV -in default- Daily Accrual Callable Equity Linked Note / 2007-22.6.2009 on shares Citigroup Inc, Bank to America Corp	USD	150'000	1.00000	150'000.00	Euroclear	21498	6051188
xS0274985828	Lehman Brothers Securities NV -in default- 13 1/2 % Equity Yield Note / 2006-28.11.2008 on shares Tata Motors, Infosys Technologies, ICIC Bank	USD	100'000	1.00000	100'000.00	Euroclear	21498	6051282
xS0308099125	Lehman Brothers Treasury BV -in default- Daily Accrual Callable ELN / 2007-6.7.2009 on shares Citigroup, Bank of America	USD	100'000	1.00000	100'000.00	Euroclear	21498	6051185
<u>Grand Total in USD</u>							<u>68'256'014.10</u>	

